

**SERIAL 03105 - S TRUCK AND VAN RENTAL SERVICES FOR ELECTIONS
DEPARTMENT**

CONTRACT PERIOD THROUGH OCTOBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRUCK AND VAN RENTAL SERVICES FOR ELECTIONS
DEPARTMENT
(NIGP CODE 97586)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **OCTOBER 08, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Ken Stahli, Elections Department
Sharon Tohtsoni, Materials Management

(Please remove Serial 00133-R from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**TRUCK AND VAN RENTAL SERVICES
FOR ELECTIONS DEPARTMENT**

- 1.0** **INTENT:** The intent of this call for bids is to establish a contract for various truck & van rentals to be utilized by Maricopa County Elections department, as covered by purchase order. The Elections Department's estimated requirements are as follows:

Trucks-

First two weeks in September 2003, (Quantity unknown, may not need any this month)

First two weeks in November 2003, approximately 22 vans

First two weeks in March 2004, approximately 22 vans

First two weeks in May 2004, approximately 22 vans

First two weeks in February 2004, approximately 16 vans

First two weeks in September 2004, approximately 22 vans

First two weeks in November 2004, approximately 22 vans

15-Seat Passenger Cargo vans for varying lengths of time.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **STATEMENT OF WORK:**

- 2.1.1 The Contractor shall provide all routine and regular maintenance and service, except those repairs or replacements of parts caused by misuse, accident, or negligence on the part of the County.
- 2.1.2 Before taking possession of the vehicle, the County and the Contractor shall inspect the vehicles for any damage. Should there be any damage, such damages shall be noted by the contractor and signed by an authorized County agent.
- 2.1.3 Prior to taking delivery of a vehicle/trailer both the Contractor and the County must note on the Contractor's rental agreement document, any damage to the vehicle. Any damage to the vehicle from the date of the rental, except as noted will be the responsibility of the County.
- 2.1.4 In the event of a dispute regarding vehicle damage and responsibility, an appraiser under contract to Maricopa County in conjunction with Maricopa County Risk Management, shall make the final determination.
- 2.1.5 Vehicles must be reasonably clean and fully inspected at the time of pick up (by the Contractor) and upon return (by the using agency). The County will not be responsible for any latent damages or defects discovered after the vendor has inspected the returned vehicle.
- 2.1.6 In the event regular or scheduled maintenance is necessary, a replacement (mutually acceptable) vehicle must be provided immediately, if requested by the County.
- 2.1.7 In the event of any unscheduled repairs or a break down of a vehicle, the Contractor will replace the vehicle within four (4) hours. The Contractor is responsible for towing/transporting vehicle to their service shop, except for disability arising from accident, misuse or negligence by the County.
- 2.1.8 Contractor must provide a toll free number for maintenance/break down.

2.1.9 For damages caused by misuse, accident or negligence by the County, an appraiser under contract to the County, shall have the right to appraise the damage and obtain a price for these repairs at a shop of the County's choice.

2.1.10 For damage covered under warranty, the vendor shall make arrangements for the vehicle to be towed/transported to their service shop for repairs.

The County shall have the option to have the vehicle repaired at a shop of its choice, and paying this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity. **Maricopa County is insured for auto liability including vehicle physical damage liability for \$25,000,000 subject to \$1,000,000 self-insured retention.**

2.1.11 Only authorized Maricopa County employees will be permitted to operate the leased vehicles. A list of qualified drivers will be provided upon request.

2.1.12 The County may retain vehicles on a daily, weekly, and monthly basis. If a vehicle is retained longer than the previously agreed upon period of time, the next longest-term rate shall be applicable. i.e.: If the County asks for a daily rate and keeps the vehicle for a week then the weekly rate is to be charged.

2.1.13 Billing by the Contractor to the County shall be required on a monthly basis.

2.1.14 The Contractor shall make available to the County at the beginning of the contract, trucks that are of the current or prior model year not to exceed 80,000 miles. The County departments will have an option to trade/exchange out for newer model year, if required.

2.1.15 All trucks and trailers must be capable of being loaded and unloaded at an industry standard dock that is 48 inches high and equipped with a dock plate that is 72 inches wide with a dock plate extension that is 16 inches long.

2.1.15.1 There can be no extensions or other equipment that would preclude dock plate extensions from reaching a safe point inside the cargo box.

2.1.15.2 There must be no obstacles that would prohibit rolling stock from being loaded and unloaded on and off the cargo box.

2.1.16 Vendor will provide the using agency a twenty-four (24) hour toll free number for vehicle ordering. Maximum waiting period not to exceed twenty-four (24) hours.

2.1.17 Vendor must have centralized pick up and drop off facility in Phoenix, Arizona.

2.1.18 The Contractor will provide trucks with a full tank of gas and the County will return the vehicle with a full tank of gas. If the County fails to return vehicle with a full tank of gas, the vendor may charge a per gallon fee not to exceed the per gallon price bid on Attachment A (see pricing sheet).

2.2 TECHNICAL SPECIFICATIONS:

2.2.1 RENTAL NON-COMMERCIAL STRAIGHT TRUCK WITH LIFT GATE (16/18/ FOOT)

2.2.1.1 ENGINE

- A. Diesel or Regular Unleaded Gas

2.2.1.2 TRANSMISSION

- A. Automatic only

2.2.1.3 CAB

- A. Air ride drivers seat covered in a cloth or other heat displacing material
- B. Air conditioning
- C. AM/FM radio
- D. Cab shock absorbers

2.2.1.4 CHASSIS

- A. Single axle
- B. Air ride suspension
- C. 100 gallon capacity fuel tanks

2.2.1.5 CARGO BOX

- A. 16 to 18 foot cargo box not to exceed 162 inches overall height
- B. Flat floor
- C. Load locking rail system (HIGH and LOW)
- D. Rear cargo door rollup ONLY (No Side Doors)

2.2.1.6 LIFT GATE

- A. Rail system ONLY
- B. Platform dimensions 84 inches wide, 90 inches long
- C. 6000 pound capacity

2.2.2 **RENTAL VANS**

2.2.2.1 ENGINE

- A Regular Unleaded Gas only

2.2.2.2 TRANSMISSION

- A. Automatic only

2.2.2.3 INTERIOR

- A. Drivers seat covered in a cloth or other heat displacing material
- B. Air conditioning
- C. AM/FM radio
- D. Passenger or Cargo

2.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.4 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of one (1) three (3) year option. The Contractor shall be notified in writing by the Materials Management Department of the County's intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjusted in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The county reserves the right to award in whole or in part, by item or group of items, by section or geographical area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.6 **INSURANCE REQUIREMENTS:**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.6.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.7 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.8 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.9 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a Procurement Card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.11 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.12 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT – (602) 506-3454

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.13 SUBMISSION PRICE CLARITY:

For reasons of clarity, all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.14 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 W. Lincoln St., Phoenix, AZ 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

BUDGET RENT A CAR SYSTEM INC, 529 S COUNTRY CLUB DRIVE, MESA, AZ 85210

PRICING SHEET S075102 / B0604637

NIGP CODE 97586

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

NOTE: ONLY FOLLOWING VEHICLES SHALL BE COVERED FOR USAGE UNDER THIS CONTRACT.

ITEM DESCRIPTION	RENTAL		
	<u>Monthly</u>	<u>Daily</u>	<u>Weekly</u>
16 Ft. Box Truck with liftgate LIFTGATE IS MANDATORY	<u>\$ 866.00</u>	<u>\$ 40.00</u>	<u>\$ 200.00 (+ \$0.10 PER MILE)</u>
18 Ft. Box Truck with liftgate LIFTGATE IS MANDATORY	<u>\$ 1278.00</u>	<u>\$ 59.00</u>	<u>\$ 295.00 (+ \$0.10 PER MILE)</u>
Van- 15 passenger	<u>\$ 1733.00</u>	<u>\$ 79.99</u>	<u>\$ 399.95 (1,750 WEEKLY FREE MILES AND \$0.20 / MILE THEREAFTER)</u>
Van-cargo	<u>\$ 801.00</u>	<u>\$ 35.00</u>	<u>\$ 185.00 (+ \$0.10 PER MILE)</u>
Per Gallon Fee for return of vehicle without full tank of fuel		<u>\$ 1.99 / GALLON [FIXED FEE]</u>	

BUDGET RENT A CAR SYSTEM INC, 529 S COUNTRY CLUB DRIVE, MESA, AZ 85210

Terms:	NET 10
Federal Tax ID Number:	42-1553246
Vendor Number:	421553246 D
Telephone Number:	480-610-0033
Fax Number:	480-962-0420
Contact Person:	JEFF HEFEL
E-mail Address:	jhefel@budgetgroup.com
Company Web Site:	www.drivebudget.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending OCTOBER 31, 2006.